in the law are due to the very narrow distinctions drawn between the application of these two rules of intention. Compare *Angell v. Duke*, 32 L. T. Rep. N. S. 320, and *Mann v. Nunn*, 43 L. T. Rep. C. P. N. S. 241. Many courts hold that there must be some ambiguity upon the face of the written instrument before these rules can be applied. *Englemier v. Taylor*, 98 N. Y. 788; *Englehorn v. Reitlinger*, 122 N. Y. 76. This rule has, however, been criticised as fallacious in theory and practice. *4 Wig. Ev.* sec. 2431 (b). The difficulty in defining a collateral agreement is pointed out in *Hall v. Berton*, 38 N. Y. Supp. 979. Each case must stand upon its own particular circumstances. *4 Wig. Ev.* 2435.

INSURANCE—CONSTRUCTION OF POLICY—"FIRE" DEFINED.—WESTERN WOOLEN MILL CO. v. NORTHERN ASSUR. CO. OF LONDON, 139 Fed. 637.—*Held*, that the word "fire" as used in an insurance policy, in the absence of language showing a contrary intention, is to be given its ordinary meaning, which includes the idea of visible heat and light.

Such is the better and prevailing rule, although there was considerable conflict in the early cases. *Wood on Fire Ins.*, 237; *Gibbons v. German Ins. Co.*, 30 Ill. App. 263. But it is not necessary that there be ignition of the subject matter of the insurance. It is enough that the proximate cause of the damage be fire. *Bolestracci v. Fireman's Ins. Co.*, 34 La. Ann. 844. And where buildings were blown up under the direction of the chief magistrate of a city to prevent the spreading of a conflagration, the loss was held to be covered by an ordinary policy against fire. *City Fire Ins. Co. of N. Y. v. Corlies*, 21 Wend. 367.

JURISDICTION—EXCESS OF—LIABILITY OF INFERIOR JUDGE.—RUSH v. BUCKLEY, 61 ATL. 774, (ME.).—Where a judge of an inferior court has jurisdiction over the general subject matter of an alleged offense, if he acts in good faith, he will not be liable in damages for an erroneous decision. Emery, J., *dissenting*.

It is universally conceded that when inferior courts and judicial officers act without jurisdiction the law can give them no protection whatever. *Cooley on Torts*, p. 489. A rather odd reason is that given in *Bishop Non-Contract Law*, Sec. 783; "those judges who receive a small salary should not be compelled to respond in damages for honest mistakes." The leading American case held in a *dictum* that if the want of jurisdiction were known there could be no exemption from damages of the judge in an inferior court. *Bradley v. Fisher*, 13 Wall. 335. Many English cases assert the total exemption of a judge of record from responsibility or accountability in any way except to the King. *Milter v. Sears*, 2 W. Bl. 1141. The American opinions seem to be about evenly divided as to the liability of an inferior judge for judgment under an unconstitutional statute. *Kelly v. Bemis*, 70 Mass. 83; *Allen v. Gray*; 11 Conn. 95; *Trescott v. Waterloo*, 26 Fed. 592. In Texas the latter question has been regulated by statute. *Sersumas v. Both*, 34 Tex. 335. An honest purpose would not protect the judge if entirely without authority of law. *Truesdell v. Combs*, 33 Ohio, St. 186. The distinction between *prima facie* total want of jurisdiction and *bona fide* error is well shown in *Robertson v. Parker*, 99 Wis. 652.

LANDLORD AND TENANT—DANGEROUS PREMISES—INJURY TO LICENSEE.—ROSS v. JACKSON, 51 S. E. 578 (GA.).—*Held*, that a landlord is liable to one lawfully present on the rented premises by invitation of the tenant for injuries